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3  
4 BILL NO. S-74-07- 49

5 SPECIAL ORDINANCE NO. S- 

6 AN ORDINANCE approving an Agreement To Purchase  
7 Real Estate for the construction of public  
8 parking area

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
10 WAYNE, INDIANA:

11 SECTION 1. The Agreement to Purchase Real Estate, dated July 1,  
12 1974, between the City of Fort Wayne, by and through its Mayor and the Board  
13 of Public Works and Haskell B. Schultz and Indiana Auto Driving School, for:

14 Lot Numbered 1 and the North 6" of Lot Number 2 in Williams  
15 Addition to the City of Fort Wayne, Allen County, Indiana

16 Commonly known as 1930 South Calhoun Street

17 for the sum of \$20,000.00, plus the cost of improvement to the lot to provide park-  
18 ing, all as more particularly set forth in said Agreement, which is by reference  
19 incorporated herein and made a part hereof, is hereby in all things ratified, con-  
20 firmed and approved.  
21

22 SECTION 2. This Ordinance shall be in full force and effect from and  
23 after its passage and approval by the Mayor.  
24

25   
26 Councilman

27  
28 APPROVED AS TO FORM  
29 AND LEGALITY,   
30  
31  
32  
33  
34  
35

CITY ATTORNEY

Read the first time in full and on motion by Harvey, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 7/23/74

Charles P. Telestogian  
CITY CLERK

Read the third time in full and on motion by \_\_\_\_\_, seconded by \_\_\_\_\_, and duly adopted, placed on its passage.  
Passed (LOST) by the following vote:

AYES \_\_\_\_\_, NAYS \_\_\_\_\_, ABSTAINED \_\_\_\_\_, ABSENT \_\_\_\_\_ to-wit:

BURNS	_____	_____	_____	_____
HINGA	_____	_____	_____	_____
KRAUS	_____	_____	_____	_____
MOSES	_____	_____	_____	_____
NUCKOLS	_____	_____	_____	_____
SCHMIDT, D.	_____	_____	_____	_____
SCHMIDT, V.	_____	_____	_____	_____
STIER	_____	_____	_____	_____
TALARICO	_____	_____	_____	_____

DATE: \_\_\_\_\_

Charles P. Telestogian  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_.

ATTEST: (SEAL)

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, at the hour of \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

\_\_\_\_\_  
CITY CLERK

Approved and signed by me this \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, at the hour of \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

\_\_\_\_\_  
MAYOR

HOLD

Bill No. S-74-07-49

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance  
approving an agreement to purchase Real Estate for the construction of  
public parking area

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance Withdrawn PASS.

William T. Hinga - Chairman  
John Nuckols - Vice-Chairman  
James S. Stier  
Winfield C. Moses, Jr.  
Paul "Mike" Burns

William T. Hinga  
John Nuckols  
James S. Stier  
~~Winfield C. Moses, Jr.~~  
Paul "Mike" Burns

CONCURRED IN  
DATE 11-26-74 CHARLES W. BERRY

AGREEMENT TO PURCHASE REAL ESTATE

DATE: July 1, 1974

TO: Haskell B. Schultz and Indiana Auto Driving School, Inc. OWNERS

The City of Fort Wayne, Indiana hereby agrees to purchase from you for the sum of  
\$ 20,000.00 the real estate in Allen County, Indiana,  
commonly known as 1930 South Calhoun Street, Fort Wayne, Indiana.

the legal description of which is: Lot Numbered 1 and the North 6" of Lot Numbered  
2 in Williams Addition to the City of Fort Wayne, Allen County, Indiana.

The City will pay said sum of \$ 20,000.00 for said property upon the  
following terms: Cash upon delivery of a properly executed Warranty Deed for said  
property. Said purchase shall be subject to the approval of the Common Council of the  
City of Fort Wayne, Indiana.

This Agreement to Purchase is made subject to the following terms and conditions:  
1974 payable in 1975,

1. The City shall assume and pay the ~~taxes~~ taxes upon said real estate/ ~~assessments~~ ~~and all subsequent taxes~~, and shall assume and pay any assessments upon said real estate for improvements which may become a lien after the date of this Agreement to Purchase. Seller shall pay the November, 1974 installment of taxes. City will its

2. Prior to the execution of the Warranty Deed ~~you will~~ furnish, at ~~your~~ expense, ~~the~~ ~~properly prepared~~ abstract of title for said real estate, continued to a date after the date of this Agreement to Purchase, disclosing a marketable title in you. The City will have said abstract examined by our attorney and will submit a legal opinion thereon without unreasonable delay. You will have a reasonable time to meet such requirements, if any, as may be necessary to render marketable the title to said real estate according to the Standards of Marketability of Abstracts of Title as adopted by the Allen County Indiana Bar Association.

3. This transaction shall be closed as soon as your title to said real estate meets necessary legal requirements. At said closing, you shall deliver to the City a properly executed Warranty Deed as hereinabove provided, conveying to the City said real estate and

all improvements thereon in the same condition they now are, usual wear and tear excepted, unless otherwise specified and agreed to by the City. In this respect, you shall assume the risk of loss or damage to said real estate and all improvements thereon until the date of the delivery to the City of said Warranty Deed. In the event said real estate and all improvements thereon cannot be conveyed to the City in substantially their present condition, usual wear and tear excepted, this agreement, at City's election, shall not be binding.

4. Possession of said real estate shall be delivered to the City on or before thirty (30) days. Rents, if any, shall be pro-rated as of the date of closing. Insurance shall be cancelled as of the date of closing. You will pay all charges for utility services furnished said premises until the date possession is surrendered to the City.

5. This Agreement to Purchase includes all improvements and permanent fixtures used in connection with said real estate including but not necessarily limited to the following: All electrical, gas, heating and plumbing fixtures, all screens, screen doors, storm windows, shades, venetian blinds, drapery hardware, awnings, attached carpeting, linoleum, radio or television antennae, trees, shrubs, flowers, fences, and \_\_\_\_\_

\_\_\_\_\_, if any, now in or on the property, and the same shall be fully paid for and free of all liens and encumbrances at the time the City accepts title to said real estate, unless otherwise specified and agreed to by the City.

6. The City has personally inspected and examined the above property and make this Agreement to Purchase in good faith and all the terms and conditions are stated herein, there being no verbal agreements. If this Agreement to Purchase is accepted by you, it shall be an agreement binding and inuring to the benefit of both you and the City through its representatives. The agreement will, however, be subject to approval of the Fort Wayne Common Council.

7. Seller will furnish an up to date survey of said premises prior to date of closing.

Buyer: CITY OF FORT WAYNE, INDIANA

By: [Signature]

Address: City-County Building  
Fort Wayne, Indiana  
Phone: 423-7018

Dated this \_\_\_\_\_ day of July, 1974.

The undersigned, Owner of the property described in the above Agreement to Purchase, hereby accept said Offer and agree to abide by the terms and conditions thereof \_\_\_\_\_

Indiana Auto Driving School, Inc.

Seller: By [Signature]

Seller: [Signature]

Address: 434 E. Washington, Fort Wayne, Ind.

Address: 436 E. Washington, Fort Wayne, Ind.

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Dated this \_\_\_\_\_ day of July, 1974.

## Memorandum

To Charles W. Westerman, City Clerk Date 11/26/74  
From David J. Kiester, Adm. Asst. to the Mayor  
Subject Withdrawal of Ordinance

COPIES TO:

We wish you to withdraw Ordinance No. S-74-0749, regarding purchase of property at 1930 South Calhoun Street by the City, which ordinance has been introduced.

DJK:ddc

A handwritten signature in dark ink, appearing to read "David J. Kiester". The signature is fluid and cursive, with the first name "David" and last name "Kiester" clearly legible.

DIGEST SHEET

TITLE OF ORDINANCE: Agreement to Purchase Real Estate from Haskell B. Schultz &  
Indiana Auto Driving School.

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: The City has obtained an agreement from Haskell Schultz pro-  
viding for the purchase of his property located at 1930 South Calhoun Street at a  
cost of \$20,000.00. The proposed purchase will allow for construction of public  
parking area. To be included as part of the lot will be the portion of the alley  
between Masterson and Williams Street; which vacation was approved by Council  
under General Ordinance G-13-74 ratified May 28, 1974.

EFFECT OF PASSAGE: Public parking area.

EFFECT OF NON-PASSAGE: No purchase - no parking lot.

MONEY INVOLVED (Direct Costs, Expenditures, Savings): \_\_\_\_\_  
Cost to City - \$20,000 plus improvement to lot to provide parking.

ASSIGNED TO COMMITTEE (J.N.): Finance